

**AN RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**03- *ℓ* -1382**

**AN RESOLUTION AUTHORIZING THE MAYOR OR HER  
DESIGNEE TO EXECUTE AMENDMENT NUMBER 1 TO  
THE MASTER LEASE AGREEMENT WITH NEXTEL SOUTH  
CORPORATION, A GEORGIA CORPORATION DOING  
BUSINESS AS NEXTEL COMMUNICATIONS TO ADD 7780  
JETT FERRY ROAD TO THE MASTER SITE LEASE; TO  
PROVIDE AT TENANTS COST A NEW MOUNTING MAST  
ON TOP OF THE JETT FERRY WATER TANK; AND TO  
LEASE SPACE TO CO-LOCATE ON THE JETT FERRY  
WATER TANK CERTAIN ANTENNAS AND  
COMMUNICATIONS EQUIPMENT; ALL REVENUE  
GENERATED PLUS ESCALATIONS AS CALLED FOR IN  
THE MASTER LEASE AGREEMENT SHALL BE  
DEPOSITED INTO THE APPROPRIATE FUND, ACCOUNT  
AND CENTER NUMBER.**

**WHEREAS**, Nextel South Corporation D/B/A Nextel Communications, requires antennas to provide wireless communication service to its customers; and

**WHEREAS**, the City of Atlanta, wishes to reduce the proliferation of cellular towers within the City of Atlanta by encouraging co-location; and

**WHEREAS**, the City of Atlanta has entered into a master lease agreement with Nextel South Corporation D/B/A Nextel Communications, for the locating of wireless telecommunications towers and co-locating antennas upon same; and

**WHEREAS**, Nextel South Corporation D/B/A Nextel Communications, wishes to amend the master lease agreement to add 7780 Jett Ferry Road to the master site lease; and

**WHEREAS**, Nextel South Corporation D/B/A Nextel Communications, wishes to provide at tenants cost a new mounting mast on top of the Jett Ferry water tank; and

**WHEREAS**, Nextel South Corporation D/B/A Nextel Communications, desires to lease space and co-locate on the existing water tower owned by the City and located at 7780 Jett Ferry Road; and

**WHEREAS**, the Director of the Office of General Services and the Commissioner of the Department of Watershed Management recommends that a contract be entered into with Nextel Communications.

**NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA  
GEORGIA, as follows:**

**SECTION 1:** That the Mayor or her designee be and is hereby authorized to execute amendment Number 1 with Nextel South Corporation D/B/A Nextel Communications to amend the existing master site lease, to provide at tenants cost a new mounting mast on top of the existing water tower and to lease space and to co-locate at 7780 Jett Ferry Road certain communication equipment and antennas.

**SECTION 2:** That Nextel South Corporation D/B/A Nextel Communications shall make payment to the City in the amount of \$1,500.00 per month, for a total of \$18, 000.00 per year. Rent thereafter, at the occurrence of the remaining five (5) -option period shall increase to \$2,080.00 per month, for a total of \$24,960.00.

**SECTION 3:** That following the third Renewal Term under any Site Lease, monthly Rent payable under such Site Lease during the final Renewal Term shall be equal to one hundred four percent (104%) of the Rent in effect for the last full calendar month immediately prior to the commencement of such Renewal Term.

**SECTION 4:** That a Site Lease substantially in the form attached hereto and other contractual agreements are hereby authorized to be executed by the Mayor; and

**SECTION 5:** That this Site Lease and other contractual agreements shall not become binding on the City and the City shall incur no obligation upon same until such master lease and other contractual agreements have been approved by the City Attorney as to form, executed by the Mayor, sealed by the Municipal Clerk, and delivered to the contracting party.

**SECTION 6:** That all revenue generated shall be deposited into the Care and Conserve Fund, Account and Center Number 3P02-462101-Q11W02CBQNA0.



## CITY OF ATLANTA

SHIRLEY C. FRANKLIN  
MAYOR

55 TRINITY AVENUE, SUITE 5400  
ATLANTA, GEORGIA 30335-0312  
OFFICE (404) 330-6081


DEPARTMENT OF  
WATERSHED MANAGEMENT

JACK E. RAVAN  
COMMISSIONER

### **MEMORANDUM**

DATE: July 22, 2003

TO: Chick Vossen, Executive Assistant of Technology Management  
Office of General Services

FROM: Jack Ravan, Commissioner   
Department of Watershed Management

SUBJECT: **Antenna Installation on Jett Ferry Tank**

Mr. Michael J. McGill, Jr., representing a local telecommunications firm, Nextel South Corporation (D/B/A Nextel Communications), has approached the City about placing an antenna on the Jett Ferry water storage tanks.

Please move forward with this action, which will provide additional revenue to the City. The revenue shall be deposited into the Care and Conserve account # 3P02 462101 Q11W02CBQNA0.

As part of the implementation, Mr. McGill was advised of the following conditions on which the antenna installation would be approved:

1. The Carrier shall accommodate any future painting projects for the tanks. Nextel South Corporation shall be prepared to take necessary precautions (at no additional cost to the City) to work with the City's painting Contractor, when scheduled, in order to avoid damage to their antenna equipment.
2. Construction Drawings must be approved. Nextel South Corporation has not yet completed the final design drawings which would specify the antenna structure, cable feed, and equipment housing. This must be submitted and approved by the City before construction may begin.
3. Site Security. Nextel South Corporation must adhere to requests from the City to maintain a secure site during construction activities.

cc: Chris New  
Benjamin Kuku  
Melinda Langston  
Sharon Owen  
Lee Hunt  
File

COPY

EXHIBIT B

TO THE MASTER LEASE AGREEMENT  
DATED 20TH OF APRIL, 2000,  
BETWEEN CITY OF ATLANTA, AS LANDLORD,  
AND NEXTEL SOUTH CORP., d/b/a NEXTEL COMMUNICATIONS

Cell Site ID: GA 3210-A  
State: Georgia  
City: Atlanta

Cell Site Name: RIVERGATE  
Site Latitude/Longitude: N33° 58' 01.561"  
W84° 17' 53.785"

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2003, between the City of Atlanta, a body corporate and politic ("landlord"), and Nextel South Corp., a Georgia Corporation, d/b/a Nextel Communications ("Tenant").

Incorporation of Master Lease: This Lease is a "Site Lease" as referenced in that certain Master Lease Agreement between landlord and tenant, dated April 20th, 2003 (the "Master Lease"). All of the terms and conditions of the Master Lease are hereby incorporated herein by reference and made a part hereof without the necessity of attaching hereto the original or any copy of the Master Lease. Unless expressly modified herein, the terms and conditions of the Master Lease shall govern with respect to the subject matter hereof, and, unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed thereto in the Master Lease.

Premises. The Premises leased by the Landlord to Tenant hereunder are as follows: [ Site address and legal description to be provided as EXHIBIT "A-1. ]

Site Improvements. Tenant shall provide for, at Tenants cost, a new mounting mast to be located on top of the water tank facility for the purpose of mounting Tenants equipment and the equipment of the existing Tenants currently on the facility. Upon installation and final inspection, the mounting mast shall become the property of the Landlord.

Term. The initial term of this Lease shall commence and expire as set forth in Section 4.a. of the Master Lease. The Commencement Date is \_\_\_\_\_, 2003.

Rent. Rent for the initial first term shall be abated to the amount of (\$1,500.00) per month as consideration for the Tenants cost of constructing and installing the new mounting mast. Rent thereafter, at the occurrence of the first renewal term shall increase to (\$2,080.00) per month.

Special Access Arrangements. Landlord hereby grants to tenant a non-exclusive easement benefiting Tenant's interest in the premises for reasonable and necessary pedestrian and vehicular ingress and egress, the installation of guy wires and other such mechanisms required or recommended, over the property including improvements on the property of Landlord which surrounds the Premises. In this regard,

Landlord shall also provide the Tenant any and all keys and or combinations to any locks to allow Tenant full access for purposes of Tenant's easement set forth in the immediately preceding sentence.

Other special access requirements: \_\_\_\_\_

Landlord Contact for Emergency: Commission of Administrative Services 404-330-6351

Tenant Contact for Emergency: \_\_\_\_\_, at \_\_\_\_\_.

The parties have entered into this Lease as of the date first stated above.

**ATTEST**

**LANDLORD  
CITY OF ATLANTA**

\_\_\_\_\_  
**Municipal Clerk (City Seal)**

\_\_\_\_\_  
**Mayor**

**RECOMMENDED:**

**RECOMMENDED:**

\_\_\_\_\_  
**Commissioner, Department of  
Administrative Service**

\_\_\_\_\_  
**Chief Operating Office**

**RECOMMENDED:**

**RECOMMENDED:**

\_\_\_\_\_  
**Director, Bureau of Purchasing  
and Real Estate**

\_\_\_\_\_  
**Chief Financial Officer**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**Assistant - City Attorney**

**TENANT:**

**NEXTEL SOUTH CORP., a Georgia  
Corporation, d/b/a Nextel  
Communications.**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**ATTEST:**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

# EXHIBIT A-1

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SUBJECT PROPERTY  
TAX PARCEL # 06-0342-0-051 & 060  
NEXTEL COMMUNICATIONS  
SITE # GA-3201-A  
"RIVERGATE"

All that tract or parcel of land lying and being in Land Lot 342 of the 6<sup>th</sup> District of Fulton County, Georgia, and being more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 818.18 feet to a point, said point being the POINT OF BEGINNING; leaving the right-of-way and running thence North 29° 43' 19" West a distance of 532.99 feet to a point; running thence North 56° 54' 05" East a distance of 159.93 feet to a point; running thence North 56° 53' 45" East a distance of 150.00 feet to a point; running thence South 29° 40' 34" East a distance of 613.34 feet to a Atlanta Water Works concrete monument: said monument also being the beginning of a curve to the left on the right-of-way of Jett Ferry Road having a radius of 2,495.43 feet; thence westerly along the arc of said curve a distance of 315.29 feet to a point, said arc having a chord bearing South 71° 38' 30" West a distance of 315.08 feet, said point being the POINT OF BEGINNING.

Said tract containing 4.04 acres, more or less.

# EXHIBIT A-1

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LEASE AREA  
NEXTEL COMMUNICATIONS  
SITE # GA-3201-A  
"RIVERGATE"

All that tract or parcel of land lying and being in Land Lot 342 of the 6<sup>th</sup> District of Fulton County, Georgia, and being more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 1133.47 feet to a Atlanta Water Works concrete monument, leaving the right-of-way and running thence North 44° 38' 58" West a distance of 283.49 feet to an iron pin, said pin being the POINT OF BEGINNING; running thence South 55° 04' 18" West a distance of 30.00 feet to an iron pin; running thence North 34° 55' 42" West a distance of 22.50 feet to an iron pin; running thence North 55° 04' 18" East a distance of 30.00 feet to an iron pin; running thence South 34° 55' 42" East a distance of 22.50 feet to an iron pin, said pin being the POINT OF BEGINNING.

Said tract containing 675 square feet or 0.02 acres, more or less.



# EXHIBIT A-1

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10' INGRESS-EGRESS  
NEXTEL COMMUNICATIONS  
SITE # GA-3201-A  
"RIVERGATE"

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## NEXTEL ACCESS EASEMENT

Together with a 10 foot access-and utility easement lying and being in Land Lot 342 of the 6<sup>th</sup> District of Fulton County, Georgia, whose centerline is more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 970.49 feet to a point, said point being the POINT OF BEGINNING; leaving the right-of-way and running thence North 23° 33' 17" West a distance of 47.24 feet to a point; running thence North 29° 05' 18" West a distance of 37.20 feet to a point; running thence North 36° 34' 19" West a distance of 41.75 feet to a point; running thence North 45° 04' 44" west a distance of 42.90 feet to a point, running thence North 04° 10' 20" East a distance of 29.25 feet to a point; running thence North 55° 06' 35" East a distance of 39.84 feet to a point; running thence North 02° 25' 10" East a distance of 48.12 feet to the POINT OF BEGINNING.

# EXHIBIT A-1

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WAVEGUIDE EASEMENT  
NEXTEL COMMUNICATIONS  
SITE # GA-3201-A  
"RIVERGATE"

## NEXTEL WAVEGUIDE EASEMENT

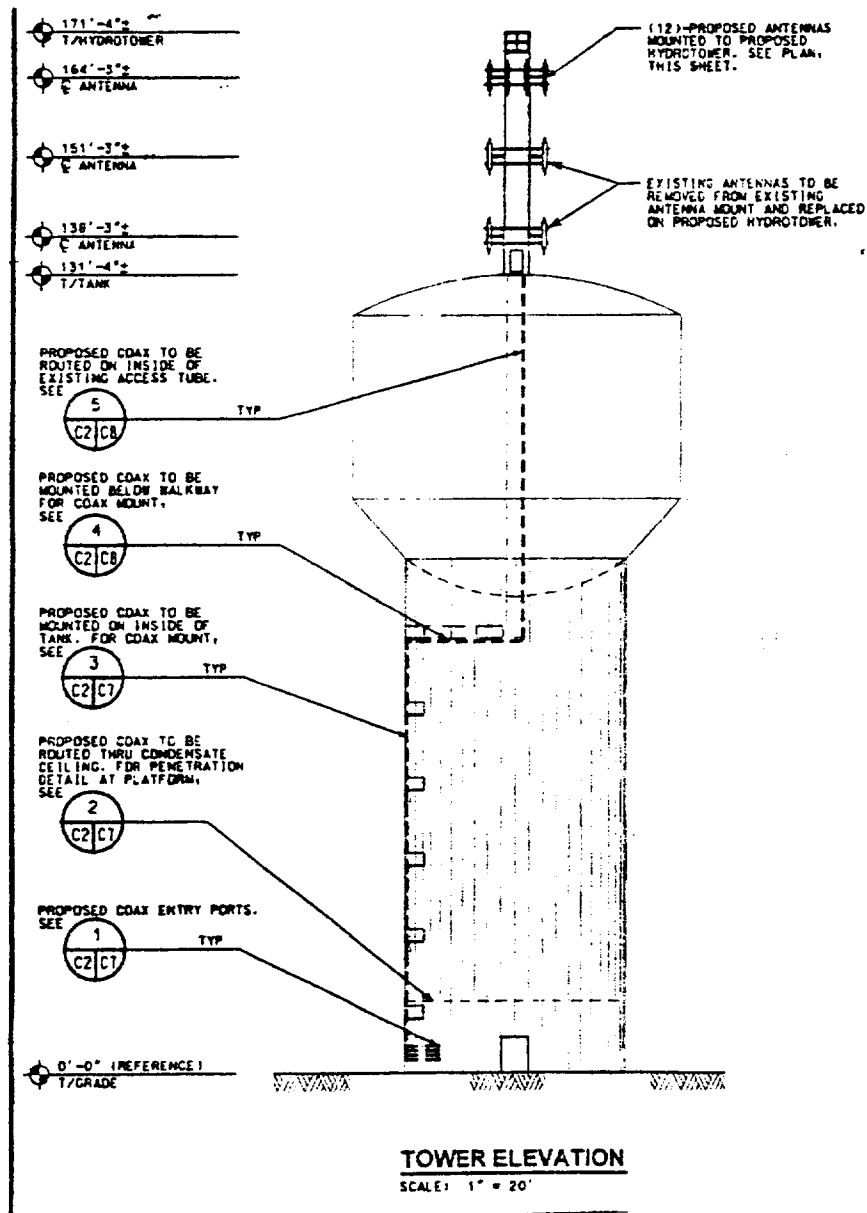
Together with a 5 foot waveguide easement lying and being in Land Lot 342 of the 6<sup>th</sup> District of Fulton County, Georgia, whose centerline is more particularly described as follows:

Commencing at the right-of-way intersection of the northerly right-of-way of Jett Ferry Road (fifty foot right-of-way) and Spalding Road, running thence easterly along the said right-of-way of Jett Ferry Road 1133.47 feet to a Atlanta Water Works concrete monument, leaving the right-of-way and running thence North 44° 38' 58" West a distance of 283.49 feet to an iron pin; running thence South 55° 04' 18" West a distance of 30.00 feet to an iron pin; running thence North 34° 55' 42" West a distance of 11.25 feet to a point; said point being the POINT OF BEGINNING; running thence South 62° 59' 19" West a distance of 22.47 feet to the POINT OF ENDING.

# EXHIBIT A-1

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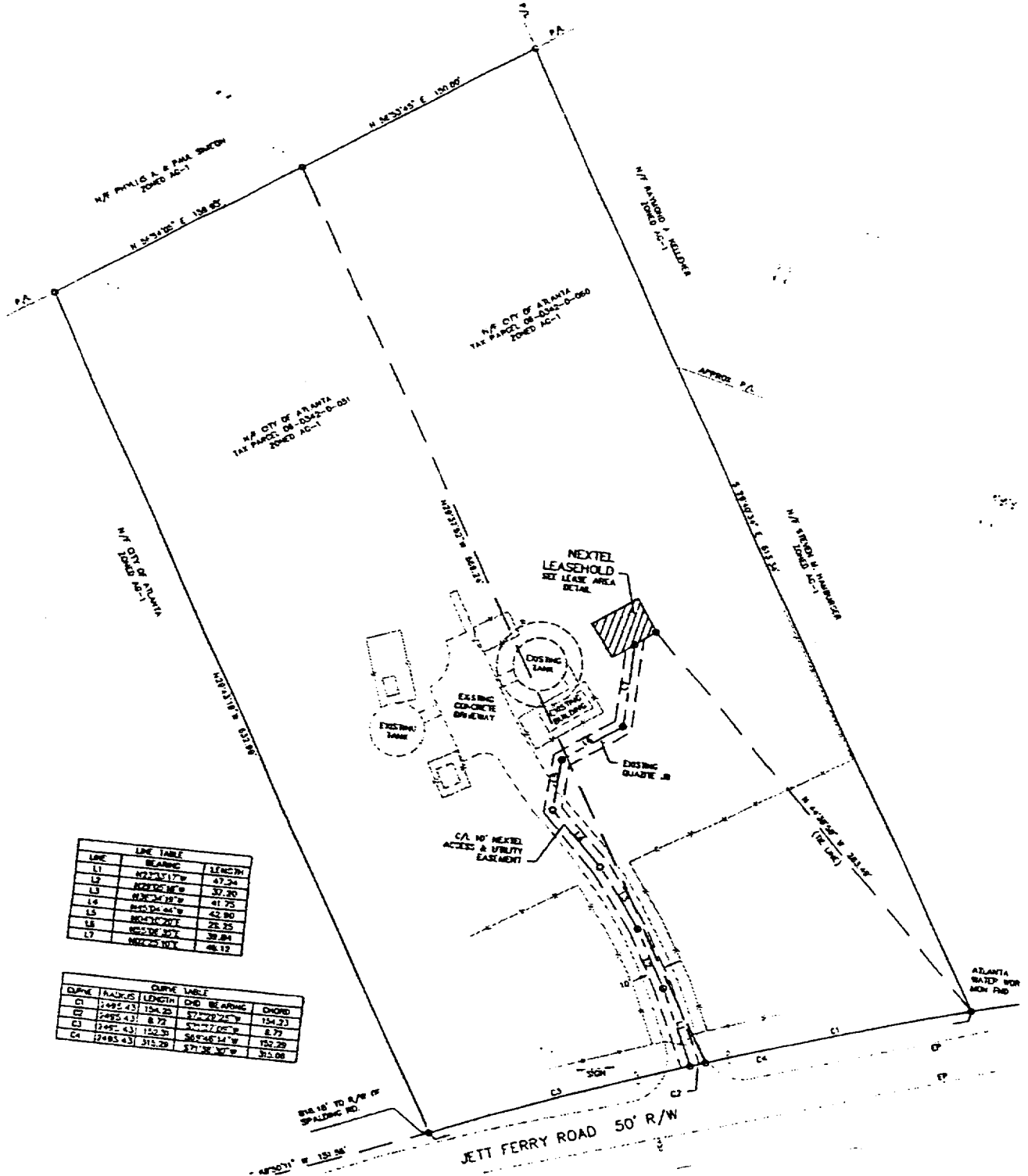
## ELEVATION NEXTEL COMMUNICATIONS SITE # GA-3201-A "RIVERGATE"



# EXHIBIT A-1

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## SITE PLAN NEXTEL COMMUNICATIONS SITE # GA-3201-A "RIVERGATE"



**TRANSMITTAL FORM FOR LEGISLATION**  
**(For Review & Distribution To Executive Management)**

TO: MAYOR'S OFFICE ATTN: Greg Pridgeon, Chief of Staff

Commissioner/Director Debra Scott Banks *rw*

Originating Department: Office of General Services

Contact Person: Chick Vossen *rw*

*X 6414*

Committee(s) of Preview: Finance/Executive

Council Deadline

Committee Meeting Dates(s): September 10, 2003

Full Council Date: September 15, 2003

**CAPTION**

**AN RESOLUTION  
BY FINANCE/EXECUTIVE COMMITTEE**

**AN RESOLUTION AUTHORIZING THE MAYOR OR HER  
DESIGNEE TO EXECUTE AMENDMENT NUMBER 1 TO THE  
MASTER LEASE AGREEMENT WITH NEXTEL SOUTH  
CORPORATION, A GEORGIA CORPORATION DOING  
BUSINESS AS NEXTEL COMMUNICATIONS TO ADD 7780  
JETT FERRY ROAD TO THE MASTER SITE LEASE; TO  
PROVIDE AT TENANTS COST A NEW MOUNTING MAST ON  
TOP OF THE JETT FERRY WATER TANK; AND TO LEASE  
SPACE TO CO-LOCATE ON THE JETT FERRY WATER TANK  
CERTAIN ANTENNAS AND COMMUNICATIONS EQUIPMENT;  
ALL REVENUE GENERATED PLUS ESCALATIONS AS  
CALLED FOR IN THE MASTER LEASE AGREEMENT SHALL  
BE DEPOSITED INTO THE APPROPRIATE FUND, ACCOUNT  
AND CENTER NUMBER.**

**BACKGROUND**

The Water Towers at 7780 Jett Ferry Rd. will need to be painted within the next twelve months. This will require the existing wireless carriers currently located on the Towers to relocate. This paper enables this to happen. Nextel South Corporation D/B/A Nextel Communications & Bellsouth Mobility LLC D/B/A Cingular Wireless at their cost will construct a new mounting mast on each of the water tanks. This will allow all carriers to move to the mounting mast and allow Nextel to co-locate on the Jett Ferry Tower.

**FINANCIAL IMPACT (if any)** This will generate \$18,000 per year for the water care & conserve fund.

***Mayor's Staff Only***

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Received by Mayor's Office:

8.18.03 *RP*  
(date)

Reviewed by:

*JP*  
(initials) (date)

Submitted to Council:

(date)

Action by Committee: ☐ Approved ☐ Adversed ☐ Held ☐ Amended